

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

1. Name of Registrant Dickstein, Shapiro & Morin	2. Registration No. 3028
--	------------------------------------

3. This amendment is filed to accomplish the following indicated purpose or purposes:

- ☐ To correct a deficiency in
- ☐ Initial Statement
- ☐ Supplemental Statement for _____
- ☐ To give notice of change in an exhibit previously filed.
- ☒ To give a 10-day notice of a change in information as required by Section 2(b) of the Act.
- ☐ Other purpose (specify) _____

RECEIVED
JUN 30 1993
U.S. DEPT. OF JUSTICE

4. If this amendment requires the filing of a document or documents, please list-

See attached Exhibit B for Foreign Principal Middle East Airlines dated June 29, 1993, with Attachment 1 thereto of Engagement Letter dated June 7, 1993, signed by MEA on June 14, 1993.

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

Registrant has a new Engagement Letter with Foreign Principal Middle East Airlines, dated June 7, 1993, signed by MEA on June 14, 1993.

The undersigned swear(s) or affirm(s) that he has (they have) read the information set forth in this amendment and that he is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his (their) knowledge and belief.

(All copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)

Subscribed and sworn to before me at

Washington, DC

this

29th

day of

June

, 19

93

My commission expires

KIMBERLY M. STEELE
NOTARY PUBLIC DISTRICT OF COLUMBIA
~~My Commission Expires September 14, 1996~~

H. C. Cashen II
Henry C. Cashen II
Dickstein, Shapiro & Morin
(pursuant to Power of Attorney
dated June 24 & 25, 1993)

Kimberly M. Steele
(Notary or other officer)

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Dickstein, Shapiro & Morin	Middle East Airlines

Check Appropriate Boxes:

1. ☐ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. ☒ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

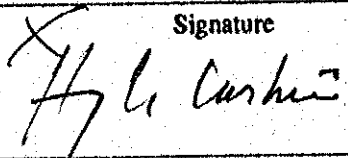
See Attachment 1, Engagement Letter with Foreign Principal Middle East Airlines, dated June 7, 1993, signed by MEA on June 14, 1993.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See Attachment 1, Engagement Letter with Foreign Principal Middle East Airlines, dated June 7, 1993, signed by MEA on June 14, 1993.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B June 29, 1993	Name and Title Henry C. Cashen II Partner Dickstein, Shapiro & Morin	Signature 
------------------------------------	--	--

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

DICKSTEIN, SHAPIRO & MORIN

2101 L STREET, N. W.

WASHINGTON, D. C. 20037

202 785-9700

FAX: 202-887-0689

TELEX: 892608 DSM WSH

WRITER'S DIRECT DIAL NUMBER

VIRGINIA OFFICE
8300 BOONE BOULEVARD
SUITE 800
VIENNA, VIRGINIA 22182
703 847-9190

NEW YORK OFFICE
598 MADISON AVENUE
NEW YORK, N. Y. 10022
212 832-1900

June 7, 1993

Mr. Emile S. Mazzawi
Manager, USA & Canada
Middle East Airlines
680 Fifth Avenue
New York, New York 10019

93 JUN 30 11:29
RECEIVED
DEPT OF JUSTICE

Re: Engagement Letter

Dear Emile:

This letter will confirm our agreement regarding certain legal services, as described below, rendered by our Firm on behalf of Middle East Airlines ("MEA"). Our engagement will involve representation of MEA in connection with the following: (1) the investigation of MEA initiated by the U.S. Department of Transportation ("DOT") in April 1993, concerning MEA's compliance with U.S. Government restrictions on air service to Lebanon; (2) any proceedings that may be brought by DOT as a result of such investigation; and (3) any future proceedings or representation before DOT directed at the removal or modification of such restrictions.

As you know, the fee for our services normally is based on the hours actually worked on the matter and upon our regularly established hourly rates for the attorneys, paralegals and other staff performing such work. However, in view of the exceptional nature of the matters above described and our valued and long-standing professional relationship with MEA, we are prepared to offer a mixed hourly rate with respect to these matters. This mixed rate, applicable to all attorneys engaged in these matters on MEA's behalf, will be the lower of \$150 per hour or the then-prevailing regular hourly rate for such attorney. This rate will remain effective through the end of this year, subject to review and adjustment as mutually agreeable in January 1994. This rate represents a very substantial discount with respect to Mr. Cashen (from \$285 per hour) and Mr. Stevens (from \$250 per hour), as the partners principally engaged in this matter. No other regular client of this Firm currently receives a more favorable hourly rate for their services.

Mr. Emile S. Mazzawi
June 7, 1993
Page 2

Based upon work performed to date, our understanding of the relevant facts, MEA's intention to achieve an early resolution of the DOT investigation, and the likelihood therefore that no formal litigated proceedings will be required, we would estimate total fees for this portion of the engagement would be based on approximately 125 hours of work per month, barring any unforeseen developments. Fees for future representation in connection with efforts to secure the removal or modification of the U.S. restrictions on Lebanese air service would be in addition to this amount.

In addition to the fees discussed above, this Firm is to be reimbursed by you for expenses incurred for such items as travel, printing and reproduction, outside computer time charges, transcripts, filing fees, postage, secretarial overtime, delivery services, facsimiles, expert and consultants fees, long-distance telephone calls, local transportation and the like. Charges for internal support functions such as duplicating, messenger service, overtime, telephone and facsimiles may also include an allocation identified and billed separately or upon our billing for legal services. The Firm in its discretion may require the advance payment of such expenses.

Invoices will be issued monthly. Invoices are payable upon receipt.

This agreement may be terminated by MEA without penalty at its election, provided that MEA shall remain obligated to pay fees for services rendered and to reimburse the Firm for expenses incurred through the date of termination.

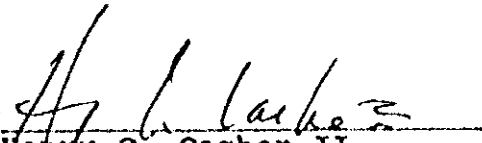
If the foregoing correctly sets forth the agreement between us, please so indicate in the space provided below and return one executed copy of this agreement to me.

Mr. Emile S. Mazzawi
June 7, 1993
Page 3

We are pleased to have the opportunity to represent you
in this matter and look forward to a mutually beneficial
relationship.

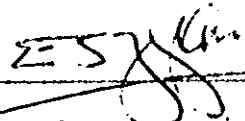
Very truly yours,

DICKSTEIN, SHAPIRO & MORIN

By 
Henry C. Cashen II

· AGREED AND ACCEPTED:

Emile S. Mazzawi

By 
Dated June 14, 93